

EXAMINED
 MAILED TO
 SUBURBAN TITLE AND
 INVESTMENT CORPORATION
 925-15th ST. N. W.
 WASHINGTON, D. C.
 7-11-28

At the request of Wash. B. Williams the following Deed was recorded May 1st, A.D. 1928, at 1:48 o'clock P.M. to wit:-

This Deed Made this 4th day of April, A.D. 1928, by and between Kennedy-Chamberlin Development Co., (a corporation duly organized and existing under and by virtue of the laws of the State of Delaware), acting herein pursuant to a Resolution of its Board of Directors, a certified copy of which Resolution is hereunto annexed, party of the first part, and Wash. B. Williams, of the District of Columbia, party of the second part:-

Witnesseth, that the said party of the first part, in consideration of Ten Dollars and other valuable considerations to it paid by the said party of the second part, receipt whereof, before delivery of this Deed is hereby acknowledged, does grant and convey unto the said party of the second part, his heirs and assigns in fee simple, subject to the covenants easements and restrictions hereinafter contained, all those certain pieces or parcels of land and premises situate in Kenwood, Montgomery County, in the State of Maryland, and distinguished as Lot numbered One (1), and the North Twenty (20) feet front by full depth thereof of Lot numbered Two (2) in Block numbered Four (4) of Section Numbered One (1), Plat Book No. 4, plat 370.

Together with the improvements, easements and appurtenances to the same belonging or in anywise appertaining.

To Have and to Hold the same with the improvements, easements, restrictions and appurtenances thereto belonging unto and to the only proper use, benefit and behoof forever of the said party of the second part, in fee simple, subject, however, to the following covenants, restrictions, agreements, and easements, which are to run with and bind the land and premises hereby conveyed, and also all the land in said Sections One and Two of Kenwood except Blocks numbered Three (3), Four (4) and Five (5), in Section numbered Two (2), "Kenwood", and to be equally binding upon the grantor, and its successors and assigns as to all the remaining land in said Sections one (1) and Two (2) in said Subdivision, but not as to any land owned by the Grantors, outside of said Sections One (1) and Two (2); the purpose of said restrictions being to insure that the land contained in said Sections numbered One (1) and Two (2) except Blocks numbered Three (3), Four (4) and Five (5) in Section Two (2), shall be developed into a harmonious, attractive and beautiful residential Section, to wit:-

1. All property in Sections One (1) and Two (2) Kenwood, except Blocks three (3), Four (4) and five (5), in Section Two (2), shall be used for private residence purposes only; and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling houses designed for the occupancy of a single family, and garages for the use of said family to be built in the said dwelling house or attached thereto, and of the same materials and color scheme as the main building.

2. That no lot or parts of lots shall be re-subdivided into lot or lots having less than seventy feet frontage on at least one street as shown on the plats of Kenwood, Montgomery County, Maryland, and no building shall be erected upon any lot having less than seventy feet frontage.

3. That no building shall be erected within thirty-five feet of any front property line (all street lines shall be considered front property lines in construing this restriction), excepting projections, which are allowed as follows: Uncovered porches not exceed-

ing four feet in height, twelve feet; covered porches not exceeding twelve feet in height, eight feet; bay windows, five feet.

4. That no bill boards, or advertising of a display nature, except small bill boards not exceeding five square feet in size to be used exclusively for sale of property, or for directing people to the property, shall be permitted on any of said property except as entrance on Bradley Road, Dorsett Avenue and along River Road.

5. That no building shall be erected on said land containing less than 25,000 cubic feet, exclusive of porches and garages that are not under main building, and costing less than \$10,000.00.

6. That no building, fence, well or other structure of any description shall be commenced, erected or maintained on said land, nor shall any exterior alterations or additions be made to any dwelling on said property until plans and specifications thereof, and grading plans showing the location of the proposed structure, and the location of trees on said property, and an estimate of cost of same, shall have been submitted and approved by the Kennedy-Chamberlin Development Co., its successors or assigns, as hereinafter set forth; a copy of said plans, specifications, and grading plans, as finally approved, to be permanently lodged with the said Kennedy-Chamberlin Development Co, or its successors and assigns; such plans and specifications to be strictly abided by in the erection of said building after such approval as above stated.

7. That no chickens or other fowls, and no cows, horses, pigs, or other live stock shall be kept or maintained on said land.

8. That said land, or any part thereof, shall never be sold, leased or rented to, or placed in the possession of, or occupied by any person or persons other than those of the Caucasian race.

9/ That all of the above restrictions shall run with and bind the land hereby conveyed, as well as the remaining land in Sections One (1) and Two (2), with the exceptions as before stated, for a period of Twenty-five years from January 1st, 1928; except covenants numbered Three (3), and Eight (8) which shall be perpetual. The above restrictions do not, however, apply to any land outside of Sections One (1) and Two (2), owned by Kennedy-Chamberlin Development Co.

The said Kennedy-Chamberlin Development Co, as the present most interested party in maintaining the high class development which, by these covenants is sought to be imposed upon the land above restricted, hereby reserves to itself and to its successors, as hereinafter set forth, the right to waive or alter such of the above restrictions as it may deem best for the benefit of the whole community in any particular instance; which waiver shall be evidenced by the mutual written consent of the said Kennedy-Chamberlin Development Co., and the then owner or owners of the land upon which said restrictions are to be waived or altered; such written consent to be duly acknowledged and recorded among the Land Records of Montgomery County, Maryland.

In all of the above restrictions where the language is used

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"its successors or assigns", the words shall be construed to mean any person, persons, firm, organization, or corporation duly authorized by the said Kennedy-Chamberlin Development Co., to assume its rights, powers, duties, and obligations as above, and who agrees to carry out and perform the same, such assignment or transfer to be made in writing, duly acknowledged, and recorded among the Land Records of Montgomery County, Maryland; whereupon, the said Kennedy Chamberlin Development Co. shall be deemed to be released from all duties and obligations which by this instrument, are imposed.

In Testimony whereof, the said party hereto of the first part has caused these presents to be signed with its corporate name by Edgar S. Kennedy its President, attested by J. Howard Hixson, its Secretary, and its corporate seal to be hereunto affixed, and does hereby constitute and appoint the said Edgar S. Kennedy, its President, as Attorney in fact, to acknowledge this to be its act and deed; And the said party hereto of the second part has hereunto affixed his hand and seal as evidence of his full knowledge of the covenants and restrictions upon said land imposed, and in further evidence of his agreement to abide by the same.

Attest: Kennedy-Chamberlin Development Co.
J. Howard Hixson By Edgar S. Kennedy
Secretary President

Witness: Wash B. Williams (Seal)

Fred'k T. Kleh

Kennedy-Chamberlin Development Co.
Incorporated 1927
Delaware

United States of America

District of Columbia, SS:

I hereby certify that on this 23 day of April, 1928, before the subscriber, a Notary Public in and for the District aforesaid, personally appeared Edgar S. Kennedy, who is well known to me to be the person named as Attorney in fact in the foregoing and annexed deed dated April 4th, 1928, and acknowledged the said Deed to be the act and deed of the corporation grantor herein.

Given under my hand and Official seal this 23rd day of April, 1928.

Frederick Theo. Kleh
Notary Public, D.C.

Frederick Theo. Kleh
Notary Public
District of
Columbia

Special Meeting of the Board of Directors

At the special meeting of the Board of Directors of the Kennedy-Chamberlin Development Co. held on the 4th day of April, 1928, it was

Resolved that the contract with Wash. B. Williams, for the purchase of Lot One (1) and part of Lot Two (2), Block Four (4) Section One (1) Kenwood, Maryland, be hereby

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) PBR 458, p. 0379, MSA_CE63_416. Date available 10/14/2005. Printed 09/13/2022.